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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DAVID PERSI, an individual,

Plaintiff,

vs.

Case No.: 2:22-cv-2087

MGM GRAND HOTEL, LLC, a Nevada
Limited Liability Company; DOES I-X,
inclusive; and ROE CORPORATIONS I-
X, inclusive,

Defendants.

COMPLAINT

Plaintiff DAVID PERSI, by and through his attorneys of record, ADAM R. FULTON, ESQ. and LOGAN G. WILLSON, ESQ., of the law firm of JENNINGS & FULTON, LTD., hereby files this Complaint against Defendants MGM GRAND HOTEL, LLC, DOES I-X, and ROE CORPORATIONS I-X and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff DAVID PERSI is an individual that at all relevant times herein was a resident of Clark County, Nevada.

2. Defendant MGM GRAND HOTEL, LLC ("MGM") is a Nevada Limited Liability Company conducting business in Clark County, Nevada at all relevant times herein.

1 3. Plaintiff does not know the true names of the individuals, corporations, partnerships
2 and entities sued and identified in fictitious names as DOES I through X and ROE
3 CORPORATIONS I through X, specifically any parent or sister company of MGM. Plaintiff
4 alleges that such Defendants assisted or participated in activities that resulted in damages suffered
5 by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff requests
6 leave of this Honorable Court to amend this Complaint to show the true names and capacities of
7 each such fictitious Defendants when Plaintiff discovers such information.

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9 4. This Court has personal jurisdiction over all parties, as all parties involved are
10 either residents of Clark County, Nevada or conduct business in Clark County, Nevada.

11 5. This Court has jurisdiction over this action pursuant to 28 U.S.C § 1331 in that this
12 case arises under federal and state law, specifically for violations of Title VII of the Civil Rights
13 Act of 1964, 42 U.S.C. § 2000e, *et seq.* (“Title VII”) and Nevada’s Unlawful Employment
14 Practices statute, NRS 613.330.

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16 6. Venue is proper because all events giving rise to Plaintiff’s claims occurred in Clark
17 County, Nevada.

18 ADMINISTRATIVE PREREQUISITES

19 7. More than 30 days prior to the institution of this lawsuit, Plaintiff filed a charge
20 with the Equal Employment Opportunity Commission (“EEOC”) alleging violations of Title VII
21 and NRS 613.330 by MGM.

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23 8. On September 27, 2022, the EEOC issued Mr. Persi a Notice of Right to Sue,
24 giving him 90 days from receipt of such notice to file his Complaint related to his Title VII and
25 NRS 613.330 claims. *See* Exhibit 1.

26 GENERAL ALLEGATIONS

27 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set
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1 forth herein.

2 10. Mr. Persi began his employment at MGM in 2002 as a Conversion Technician and
3 was later promoted to Conversion Manager at the MGM Grand Garden Arena.

4 11. Mr. Persi was an exemplary employee for nearly 20 years.

5 12. On August 16, 2021, MGM Resorts International (“MRI”) announced that all
6 salaried employees and all new hires employed at any MRI subsidiary, including MGM, must be
7 fully vaccinated from Covid-19 by October 15, 2021 (“Vaccination Mandate”).

8 13. MGM required all salaried employees and new hires who did not work exclusively
9 from home to receive a Covid-19 vaccination by October 15, 2021.

10 14. Mr. Persi timely submitted his religious exemption (“Religious Exemption”)
11 identifying his sincerely held Christian beliefs.

12 15. An MGM representative then submitted a questionnaire for Mr. Persi to fill out
13 regarding his Religious Exemption.

14 16. Mr. Persi responded to nine (9) questions MGM provided.

15 17. Specifically, Mr. Persi identified that he sought an exemption based on his religious
16 convictions, he identified that the vaccine contained aborted fetal cells, that the body is the temple
17 of the lord, and that he is Christian.

18 18. Mr. Persi attached a letter from Senior Pastor J.D. Farag of the Calvary Chapel.

19 19. MGM denied Mr. Persi’s Religious Exemption and disputed his sincerely held
20 religious beliefs.

21 20. MGM asserted that it could not grant the Religious Exemption because it would
22 interfere with Mr. Persi’s guest and employee interactions, the same interactions non-salaried
23 and/or non-vaccinated employees would face.

24 21. MGM summarily concluded that granting the Religious Exemption would be an
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1 undue hardship and gave Mr. Persi until October 15, 2021 to get fully vaccinated.

2 22. Due to his sincerely held religious beliefs, Mr. Persi did not get vaccinated and was
3 subsequently terminated based on the same.

4 23. MGM subjected Mr. Persi to disparate treatment because of his religion that
5 unvaccinated hourly MGM employees were not subject to.

6 24. Mr. Persi belonged to a protected class.

7 25. Mr. Persi was qualified to and performed his job satisfactorily for numerous years
8 and suffered adverse employment action simply because of his religion.

9 26. Similarly situated individuals outside of Mr. Persi's protected class were treated
10 more favorably by not being subject to MGM's Vaccination Mandate.

11 27. MGM separated its employees, specifically Mr. Persi, who submitted religious
12 exemptions into their own separate class based on sincerely held religious beliefs.

13 28. There was no undue hardship to MGM because Mr. Persi would have continued to
14 exercise social distancing, worn masks, and subject himself to Covid-19 testing.

15 29. Moreover, MGM provided on-site Covid-19 testing for employees, making it
16 feasible for Mr. Persi to receive testing on property.

17 30. Notably, non-salaried employees were not subject to the Vaccination Mandate
18 despite working for various MRI properties nor were various independent contractors who worked
19 at the MGM Grand Garden Arena.

20 31. Moreover, MGM no longer maintains the Vaccination Mandate for salaried
21 employees.

22 32. If the Vaccination Mandate was for safety, it would be applied across the board, not
23 simply to salaried employees who make up a fraction of all MGM employees.

24 33. As a direct and proximate result of the aforementioned acts and/or omissions, MGM
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1 violated Title VII and NRS 613.330, and retaliated against Plaintiff.

2 34. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
3 seek recovery of his attorneys' fees and costs.

4 **FIRST CLAIM FOR RELIEF**

5 **(Discrimination on the Basis of Religion in Violation of Title VII, 42 U.S.C § 2000e, *et seq.*)**

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7 35. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set
8 forth herein.

9 36. After MGM implemented the Vaccination Mandate, Mr. Persi timely submitted his
10 Religious Exemption and his response to MGM's questionnaire, MGM denied Mr. Persi's
11 Religious Exemption and subsequently terminated him.

12 37. Due to his sincerely held religious beliefs, Mr. Persi did not get vaccinated and was
13 subsequently terminated based on the same.

14 38. MGM subjected Mr. Persi to disparate treatment because of his religion that
15 unvaccinated hourly MGM employees were not subject to.

16 39. Mr. Persi belonged to a protected class.

17 40. Mr. Persi was qualified to and performed his job satisfactorily for numerous years
18 and suffered adverse employment action simply because of his religion.

19 41. Similarly situated individuals outside of Mr. Persi's protected class were treated
20 more favorably by not being subject to MGM's Vaccination Mandate.

21 42. MGM separated its employees, specifically Mr. Persi, who submitted religious
22 exemptions into their own separate class based on sincerely held religious beliefs.

23 43. There was no undue hardship to MGM because Mr. Persi would have continued to
24 exercise social distancing, worn masks, and subject himself to Covid-19 testing.

25 44. Moreover, MGM provided on-site Covid-19 testing for employees, making it
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feasible for Mr. Persi to receive testing on site.

45. Notably, non-salaried employees were not subject to the Vaccination Mandate despite working for various MGM properties.

46. Moreover, MGM no longer maintains the Vaccination Mandate for salaried employees.

47. If the Vaccination Mandate was for safety, it would be applied across the board, not simply to salaried employees who make up a fraction of all MGM employees.

48. MGM subjected Mr. Persi to unequal terms and conditions of employment due to his religion in violation of Title VII, 42 U.S.C § 2000e, *et seq.*

49. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorneys' fees and court costs.

SECOND CLAIM FOR RELIEF

(Retaliation in Violation of Title VII, 42 U.S.C § 2000e, *et seq.*)

50. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

51. After MGM implemented the Vaccination Mandate, Mr. Persi timely submitted his Religious Exemption and his response to MGM's questionnaire, MGM denied Mr. Persi's Religious Exemption and subsequently terminated him.

52. Due to his sincerely held religious beliefs, Mr. Persi did not get vaccinated and was subsequently terminated based on the same.

53. MGM subjected Mr. Persi to disparate treatment because of his religion that unvaccinated hourly MGM employees were not subject to.

54. Mr. Persi belonged to a protected class.

55. Mr. Persi was qualified to and performed his job satisfactorily for numerous years

1 and suffered adverse employment action simply because of his religion.

2 56. Similarly situated individuals outside of Mr. Persi's protected class were treated
3 more favorably by not being subject to MGM's Vaccination Mandate.

4 57. MGM separated its employees, specifically Mr. Persi, who submitted religious
5 exemptions into their own separate class based on sincerely held religious beliefs.

6 58. There was no undue hardship to MGM because Mr. Persi would have continued to
7 exercise social distancing, worn masks, and subject himself to Covid-19 testing.

8 59. Mr. Persi worked through the Covid-19 pandemic without any issues regarding
9 MGM's safety measures and complied with all policies up until the Vaccination Mandate.

10 60. Moreover, MGM provided on-site Covid-19 testing for employees, making it
11 feasible for Mr. Persi to receive testing on site.

12 61. Notably, non-salaried employees were not subject to the Vaccination Mandate
13 despite working for various MGM properties.

14 62. Moreover, MGM no longer maintains the Vaccination Mandate for salaried
15 employees.

16 63. If the Vaccination Mandate was for safety, it would be applied across the board, not
17 simply to salaried employees who make up a fraction of all MGM employees.

18 64. MGM retaliated against Mr. Persi in violation of Title VII, 42 U.S.C § 2000e, *et*
19 *seq.*

20 65. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
21 seek recovery of his attorneys' fees and court costs.

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25 **THIRD CLAIM FOR RELIEF**

26 **(Discrimination on the Basis of Religion in Violation of NRS 613.330)**

27 66. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set
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1 forth herein.

2 67. Pursuant to the provisions of NRS 613.330(1)(a), it is an unlawful employment
3 practice for an employer to discharge any person, or otherwise to discriminate against any person
4 with respect to the person's compensation, terms, conditions or privileges of employment, because
5 of his or her religion.
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7 68. Pursuant to the provisions of NRS 613.330(1)(a), it is an unlawful employment
8 practice for an employer to adversely affect an employee's status because of his or her religion.

9 69. After MGM implemented the Vaccination Mandate, Mr. Persi timely submitted his
10 Religious Exemption and his response to MGM's questionnaire, MGM denied Mr. Persi's
11 Religious Exemption and subsequently terminated him.

12 70. Due to his sincerely held religious beliefs, Mr. Persi did not get vaccinated and was
13 subsequently terminated based on the same.
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15 71. MGM subjected Mr. Persi to disparate treatment because of his religion that
16 unvaccinated hourly MGM employees were not subject to.

17 72. Mr. Persi belonged to a protected class.

18 73. Mr. Persi was qualified to and performed his job satisfactorily for numerous years
19 and suffered adverse employment action simply because of his religion.
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21 74. Similarly situated individuals outside of Mr. Persi's protected class were treated
22 more favorably by not being subject to MGM's Vaccination Mandate.

23 75. MGM separated its employees, specifically Mr. Persi, who submitted religious
24 exemptions into their own separate class based on sincerely held religious beliefs.

25 76. There was no undue hardship to MGM because Mr. Persi would have continued to
26 exercise social distancing, worn masks, and subject himself to Covid-19 testing.

27 77. Moreover, MGM provided on-site Covid-19 testing for employees, making it
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feasible for Mr. Persi to receive testing on site.

78. Notably, non-salaried employees were not subject to the Vaccination Mandate despite working for various MGM properties.

79. Moreover, MGM no longer maintains the Vaccination Mandate for salaried employees.

80. If the Vaccination Mandate was for safety, it would be applied across the board, not simply to salaried employees who make up a fraction of all MGM employees.

81. Mr. Persi's damages resulted from an occurrence of the nature which NRS 613.330 is designed to prevent.

82. Moreover, Mr. Persi is within the class of persons NRS 613.330 is designed to protect.

83. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorneys' fees and court costs.

FOURTH CLAIM FOR RELIEF

(Retaliation in Violation of NRS 613.330)

84. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

85. After MGM implemented the Vaccination Mandate, Mr. Persi timely submitted his Religious Exemption and his response to MGM's questionnaire, MGM denied Mr. Persi's Religious Exemption and subsequently terminated him.

86. Due to his sincerely held religious beliefs, Mr. Persi did not get vaccinated and was subsequently terminated based on the same.

87. MGM subjected Mr. Persi to disparate treatment because of his religion that unvaccinated hourly MGM employees were not subject to.

1 88. Mr. Persi belonged to a protected class.

2 89. Mr. Persi was qualified to and performed his job satisfactorily for numerous years
3 and suffered adverse employment action simply because of his religion.

4 90. Similarly situated individuals outside of Mr. Persi's protected class were treated
5 more favorably by not being subject to MGM's Vaccination Mandate.

6 91. MGM separated its employees, specifically Mr. Persi, who submitted religious
7 exemptions into their own separate class based on sincerely held religious beliefs.

8 92. There was no undue hardship to MGM because Mr. Persi would have continued to
9 exercise social distancing, worn masks, and subject himself to Covid-19 testing.

10 93. Moreover, MGM provided on-site Covid-19 testing for employees, making it
11 feasible for Mr. Persi to receive testing on site.

12 94. Notably, non-salaried employees were not subject to the Vaccination Mandate
13 despite working for various MGM properties.

14 95. Moreover, MGM no longer maintains the Vaccination Mandate for salaried
15 employees.

16 96. If the Vaccination Mandate was for safety, it would be applied across the board, not
17 simply to salaried employees who make up a fraction of all MGM employees.

18 97. MGM retaliated against Mr. Persi in violation of NRS 613.330.

19 98. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
20 seek recovery of his attorneys' fees and court costs.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays as follows:

23 1. For judgment against Defendants for Plaintiff's compensatory damages, together
24 with interest thereon until entry of judgment;

2. For judgment against Defendants for Plaintiff's lost wages and backpay, together with interest thereon until entry of judgment;

3. For an award of punitive damages against MGM for its violation of Title VII and NRS 613.330, together with interest thereon until entry of judgment;

4. For entry of an order compelling Defendant to pay Plaintiff's costs and attorneys' fees;

5. Consequential and incidental damages according to proof at trial;

6. For special damages; and

7. For such other and further relief as the Court may deem just and proper.

DATED: December 16th, 2022

JENNINGS & FULTON, LTD.

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